

DATE 10/14/2016

JANIE GLOVER, DISTRICT CLERK

RECEIPT # 38149

Case 4:16-cv-00986-PLO Document 1-2 Filed 10/21/16 Page 1 of 18 PageID 9

TIME 10:03

PALO PINTO, TX 76484

FILE # M10588

RECEIVED OF: WRIGHT & GREENHILL

FOR:

DESCRIPTION: COPIES/JC

AMOUNT DUE \$14.00

AMOUNT PAID \$14.00

BALANCE \$.00

PAYMENT TYPE K

CHECK NO 88740

COLLECTED BY JC

**CITATION FOR PERSONAL SERVICE  
THE STATE OF TEXAS**

**TO: STATE FARM LLOYDS  
REGISTERED AGENT CORPORATION SERVICE COMPANY  
DBA CSC-LAWYERS INCORPORATING SERVICE COMPANY  
211 E 7<sup>th</sup> ST, SUITE 620  
AUSTIN, TEXAS 78701**

**YOU ARE HEREBY COMMANDED** to appear before the Honorable 29th District Court of Palo Pinto County, Texas at the Courthouse of said county in Palo Pinto, Texas, by filing a written answer, at or before 10 o'clock a.m. of the first Monday next after twenty days after the date of service of this citation to Petitioner's Original Petition filed in said Court, by CHRISTOPHER E STOY (Attorney for Plaintiff or Plaintiff), whose address is 509 PECAN STREET, SUITE 201, FORT WORTH, TEXAS 76102 ON the 28<sup>th</sup> day of September, 2016, in this case, numbered **C47341** on the docket of said court, and styled

**CRAWFORD, SETH VS STATE FARM LLOYDS**

The nature of Petitioner's demand is fully shown by a true and correct copy of Plaintiff's Original Petition accompanying this citation and made a part hereto.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

**NOTICE TO DEFENDANT: "YOU HAVE BEEN SUED."** You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation, a default judgment may be taken against you.

Issued and given under my hand and seal of said Court at Palo Pinto, Texas this the 29<sup>th</sup> day of September, 2016.

COPY

**Janie Glover  
P.O. Box 189  
Palo Pinto, TX  
76484-0189**

Attested:

**JANIE GLOVER, DISTRICT CLERK  
29th Judicial District Court  
Palo Pinto County, Texas**

By: Julie Boyd, Deputy

**SHERIFF'S RETURN**

Came to hand on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_ o'clock \_M, and executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by delivering to the within named defendants, to-wit: \_\_\_\_\_ at \_\_\_\_ o'clock \_M, each, in person a true copy of this citation with a true and correct copy of the Petitioner's Petition attached thereto having first endorsed on such copy of said citation the date of delivery.

The distance actually traveled by me in serving such process was \_\_\_\_\_ miles, and my fees are as follows:

For serving this citation \$ \_\_\_\_\_  
For mileage----- \$ \_\_\_\_\_  
Total Fees----- \$ \_\_\_\_\_

To certify which witness my hand officially.

Sheriff \_\_\_\_\_  
\_\_\_\_\_ County, Texas

By \_\_\_\_\_  
Deputy

**CERTIFIED TRUE AND CORRECT COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF PALO PINTO**

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.



ATTEST: *Janie Glover* 10.14.16  
JANIE GLOVER, DISTRICT CLERK  
PALO PINTO COUNTY, TEXAS  
BY *Heater* DEPUTY

C47341

29th

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED Seth Crawford vs. State Farm Lloyds

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact information for person completing case information sheet:</b>  Name: Christopher E. Stoy Email: cstoy@hsjustice.com  Address: 509 Pecan St., Ste. 201 City/State/Zip: Fort Worth, TX 76102  Telephone: 817-820-0100 Fax: 817-820-0111  Signature: <i>Chris Stoy</i> State Bar No: 24075125		<b>Names of parties in case:</b>  Plaintiff(s)/Petitioner(s): Seth Crawford  Defendant(s)/Respondent(s): State Farm Lloyds  [Attach additional page as necessary to list all parties]		<b>Person or entity completing sheet is:</b> <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:  <b>Additional Parties in Child Support Case:</b>  Custodial Parent:  Non-Custodial Parent:  Presumed Father:	
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>					
Civil			Family Law		
<b>Contract</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract:  <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability:  <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product:  <input type="checkbox"/> Other Injury or Damage:	<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property:  <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children  <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocal (UIFSA) <input type="checkbox"/> Support Order  <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property  <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:			
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		<b>Probate &amp; Mental Health</b> <b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings  <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:			
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
<b>4. Indicate damages sought (do not select if it is a family law case):</b>					
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000					

**FILED**  
 4:10 PM-AM

SEP 28 2016

JANIE GLOVER, DISTRICT CLERK  
 PALO PINTO COUNTY TEXAS  
 BY *[Signature]* DEPUTY

**CERTIFIED TRUE AND CORRECT COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF PALO PINTO**

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.



ATTEST: *Janie Glover* 10.14.16  
JANIE GLOVER, DISTRICT CLERK  
PALO PINTO COUNTY, TEXAS  
BY *J. Cates* DEPUTY

C47341

CAUSE NO. \_\_\_\_\_

SETH CRAWFORD

Plaintiff,

VS.

STATE FARM LLOYDS

Defendants.

§  
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IN THE DISTRICT COURT OF

PALO PINTO, TEXAS

29TH  
JUDICIAL DISTRICT**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Seth Crawford files this Original Petition complaining of State Farm Lloyds. This lawsuit arises from State Farm Lloyds's failure to accept coverage pursuant to an insurance policy for certain residential property damaged vandalism that occurred to his house on or about August 9, 2016. Plaintiff would respectfully show the Court as follows:

**I.****DISCOVERY CONTROL PLAN**

1. Plaintiff intends that discovery be conducted under Discovery Level 3 pursuant to Texas Rule of Civil Procedure 190.4.

**II.****RULE 47**

2. As required by Rule 47(b), Texas Rules of Civil Procedure, Plaintiff's counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c), Texas Rules of Civil Procedure, Plaintiff's counsel states that Plaintiff seeks monetary relief of over \$1,000,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest and attorney's fees. The amount of monetary relief actually awarded,

however, will ultimately be determined by a jury. Plaintiff also seeks pre-judgment and post-judgment interest at the highest legal rate.

### **III.** **PARTIES AND SERVICE**

3. Plaintiff Seth Crawford is an individual resident of Tarrant County, Texas. His social security number is XXX-XX-X375. His Georgia driver's license number is XXXXXX826.

4. Defendant State Farm Lloyds is a foreign insurance company that transacts business in the State of Texas. State Farm Lloyds may be served with process through its registered agent Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701.

### **IV.** **VENUE AND JURISDICTION**

5. Venue is proper in this Court pursuant to Texas Civil Practice & Remedies Code § 15.002(a) because all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in Palo Pinto County, Texas.

6. This Court has jurisdiction because the amount in controversy is within the jurisdictional limits of this court.

### **V.** **FACTUAL BACKGROUND**

7. State Farm Lloyds issued Homeowner's Policy Number 85-CW-E231-0 (hereinafter referred to as "the Policy") which provided for loss of use and replacement cost coverage of the Plaintiff's home located at 1009 Mesquite Ridge, Graford, Texas 76449 (hereinafter referred to as the "Property"). The Policy was effective from June 30, 2016 to June 30, 2017.

8. On or about August 9, 2016, John Price entered the house and vandalized it. Mr. Price broke two main entry doors and proceeded to do the following but not limited to: shattered both

hallways with hammers and golf clubs breaking double pain custom windows; took all food from the refrigerator and free standing freezer and violently threw it across house; took knives and stabbed them into all personal and commissioned art paintings throughout house; picked up and threw a Fredrick Remington bronze through the wall; threw collectable geology rocks through 3 TV's; busted and or drank ~25 bottles of Napa wine and liquor; cracked tile floors throughout house with busted bottles of wine; cracked wood floors with the Remington bronze ; busted multiple bottles of wine and rocks thrown through various walls in the house.

9. Subsequent to the vandalism, rain storms have blown water inside the house between plywood boarding up broken windows and causing damaged to window frames.

10. Moreover, various tools in the detached shop were thrown on the ground breaking the tools; the protective cabinet for the exterior cameras was beat on with a hammer as the criminal tried to open it.

11. As a result of the vandalism, Mr. Crawford suffered significant losses, including real and personal property damage and loss of use damages. He also suffered mental anguish as a result of the claim process.

12. Plaintiff filed a claim with State Farm Lloyds around the middle of August 2016. (hereinafter referred to as "the Claim" or "Plaintiff's Claim").

13. State Farm Lloyds numbered Plaintiff's Claim as 43-8X98-205.

14. State Farm Lloyds and Simone Strickland and Debbie Parker to adjust the Claim.

15. Following the loss, Mr. Crawford obtained multiple estimates for general repairs, and tv and electronic installation which he provided to Ms. Parker. The repairs estimates totaled approximately \$160,000. Mr. Crawford also provided Ms. Strickland with a spreadsheet listing out personal property that was damaged or destroyed by the vandal. The personal property loss



totals approximately \$181,112. Further, Mr. Crawford suffered loss of use damages as he could no longer use his home office.

16. So far State Farm has only paid Mr. Crawford \$24,447.05. State Farm Lloyds is continuing to delay the claims handling process and undervaluing Mr. Crawford's claim. On September 1, 2016, Ms. Parker wrote Mr. Crawford a lengthy email basically denying to pay for most of Mr. Crawford's claimed damages. She has since wrote additional emails stating unreasonable reasons for why she and State Farm are denying Plaintiff's claim.

## **VI. CAUSES OF ACTION**

### **A. Causes of Action Against State Farm Lloyds**

#### **1. Breach of Contract**

17. Plaintiff adopts and incorporates each of the foregoing paragraphs into this section of the Petition.

18. Plaintiff entered into an insurance contract (the Policy) with State Farm Lloyds, thus making State Farm Lloyds obligated to provide coverage to Plaintiff for any loss or damage to his Property covered by the Policy. Plaintiff has incurred such losses.

19. State Farm Lloyds has materially breached the Policy by refusing to pay Plaintiff's claim in accordance with the Policy which constitutes a repudiation and/or breach of the Policy. All conditions precedent to recovery have been performed or have occurred, yet State Farm Lloyds has refused to fully pay Plaintiff on his valid Claim.

20. As a result of State Farm Lloyds's breach, Plaintiff was required to seek legal representation. Plaintiff is entitled to recover reasonable and necessary attorneys' fees from State Farm Lloyds in accordance with TEX. CIV. PRAC. & REM. CODE § 38.001. *et seq.*

**2. Violations of the Texas Insurance Code**

21. Plaintiff adopts and incorporates each of the foregoing paragraphs into this section of the Petition.

22. State Farm Lloyds qualifies as a "Person...engaged in the business of insurance" as defined by §541.002 of the Texas Insurance Code.

23. Plaintiff timely filed his Claim with State Farm Lloyds. After filing the Claim, estimates were produced to State Farm Lloyds.

24. State Farm Lloyds failed to timely, and has yet to fully pay Plaintiff for the losses sustained to his Property as covered by the Policy.

25. As a result of its failure to promptly and wholly cover Plaintiff's losses, State Farm Lloyds is liable to Plaintiff under the Texas Insurance Code Chapter 541, §541.152 for unfair settlement practices under the following provisions of §541.060(a):

(a)(2) failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of:

(A) a claim with respect to which the insurer's liability has become reasonably clear

(3) failing to promptly provide to a policyholder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for the insurer's denial of a claim or offer of a compromise settlement of a claim

(7) refusing to pay a claim without conducting a reasonable investigation with respect to the claim

26. State Farm Lloyds is also liable under unfair claim settlement practices under the Texas Insurance Code 542, §542.060 for failure to comply with provisions of §§542.003, 542.056, and 542.058, including the following:

§542.003

(b)(1) knowingly misrepresenting to a claimant pertinent facts or policy provisions relating to coverage at issue

(2) failing to acknowledge with reasonable promptness pertinent communications relating to a claim arising under the insurer's policy;

(3) failing to adopt and implement reasonable standards for the prompt investigation of claims arising under the insurer's policy

(4) not attempting in good faith to effect a prompt, fair, and equitable settlement of a claim submitted in which liability has become reasonably clear;

(5) compelling a policyholder to institute a suit to recover an amount due under a policy by offering substantially less than the amount ultimately recovered in a suit brought by a policyholder.

§542.056

(a) Except as provided in Subsection (b) or (d), an insurer shall notify a claimant in writing of the acceptance or rejection of a claim not later than the 15<sup>th</sup> business day after the date the insurer receive all items, statements, and forms required by the insurer to secure final proof of loss.

...

(c) If the insurer rejects the claim, the notice required by Subsection (a) or (b) must state the reasons for the rejection.

(d) If the insurer is unable to accept or reject the claim within the period specified by Subsection (a) or (b), the insurer, within that same period, shall notify the claimant of the reasons that the insurer needs additional time. The insurer shall accept or reject the claim not later than the 45<sup>th</sup> day after the date the insurer notifies a claimant under this subsection.

§542.058

(a) Except as provided otherwise, if an insurer, after receiving all items, statements, and forms reasonably requested and required under Section 542.055, delays payment of the claim for a period exceeding the period specified by other applicable statutes or, if other statutes do not specify a period, for more than 60 days, the insurer shall pay damages and other items provided by Section 542.060.

**Knowing Conduct by State Farm Lloyds and Request for Attorneys' Fees and Request for Statutory Interest**

27. Each of the foregoing unfair settlement practices was committed knowingly by State Farm Lloyds and was a producing cause of Plaintiff's injuries and damages.

28. Pursuant to Texas Insurance Code, Chapter 541.152, Plaintiff is entitled to three times his actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, mental anguish, court costs, and attorneys' fees.

29. As a result of State Farm Lloyds's breach and failure to comply with its obligations under the Policy and applicable law, Plaintiff seeks all reasonable and necessary attorneys' fees as provided by § 541.152(a)(1) and 542.060 of the Texas Insurance Code.

30. In addition to attorneys' fees, Plaintiff is entitled to recover statutory interest at the rate of 18% per annum due to State Farm Lloyds's failure to comply with Chapter 542.

**3. Breach of the Common Law Duty of Good Faith and Fair Dealing**

31. Defendant State Farm Lloyds owed Plaintiff the duty to deal fairly and in good faith in processing Plaintiff's Claims. State Farm Lloyds breached its duty of good faith and fair dealing by refusing to pay Plaintiff's Claim and for intentionally undervaluing Plaintiff's Claim.

**4. Common Law Fraud**

32. Defendant State Farm Lloyds knowingly or recklessly made false misrepresentations, as set forth above, as to material facts and/or concealed all or part of material information from Plaintiff with the intent of inducing Plaintiff to accept a denial and/or underpayment of insurance benefits. Defendant knew the failure to pay an/or underpayment was false. Plaintiff justifiably relied upon Defendant's misrepresentations and suffered injury as a result.

**VII  
DAMAGES**

33. As previously mentioned, the damages caused by the vandalism have not been properly addressed or repaired causing undue hardship and burden to Plaintiff. These damages are a direct result of State Farm Lloyds' mishandling of Plaintiff's Claim in violation of the laws set forth above.

34. For breach of contract, Plaintiff is entitled to regain the benefit of his bargain, which is the amount of his claim, together with attorneys' fees.

35. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include loss of the benefits that should have been paid pursuant to the policy, mental anguish, court costs, and attorneys' fees.

36. For knowing conduct of the acts described above, Plaintiff asks for three times his actual damages. TEX. INS. CODE § 541.152.

37. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of his claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

38. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages, and damages for emotional distress.

39. For violations of the Texas Deceptive Trade Practices Act, Plaintiff is entitled to actual damages which include loss of the benefits that should have been paid pursuant to the policy, mental anguish, court costs, and attorneys' fees

40. For fraud, Plaintiff is entitled to recover actual damages and exemplary damages for knowingly fraudulent and malicious representations, along with attorney's fees, interest, and court costs.

**VIII**  
**TRIAL BY JURY**

41. Plaintiff requests a trial by jury and will pay the applicable fee.

**IX**  
**REQUEST FOR DISCLOSURE**

42. Pursuant to Texas Rule of Civil Procedure 194, Plaintiff requests that Defendant disclose the information or material described in Rule 194.2.

**IX**  
**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that a formal judgment be rendered for Plaintiff as follows:

1. Judgment against Defendant for actual damages in an amount to be determined by the jury;
2. Statutory benefits;
3. Treble damages;
4. Pre-judgment interest as provided by law;
5. Post-judgment interest as provided by law;
6. Attorneys' fees;
7. Costs of suit; and
8. Such other and further relief to which Plaintiffs may be justly entitled.

Respectfully submitted,

/s/ Christopher E. Stoy  
**CHRISTOPHER E. STOY**  
State Bar No. 24075125  
cstoy@hsjustice.com  
**SUSAN E. HUTCHISON**  
State Bar No. 10354100  
hutch@hsjustice.com

HUTCHISON & STOY, PLLC  
509 Pecan Street, Suite 201  
Fort Worth, Texas 76102  
Tel: (817) 820-0100  
Fax: (817) 820-0111

**ATTORNEYS FOR PLAINTIFF**

[Print this page](#)

## Envelope 12957810

### Case Information

Location Palo Pinto County - District Clerk  
Date Filed 09/28/2016 04:10:44 PM  
Case Number  
Case Description  
Assigned to Judge  
Attorney Christopher Stoy  
Firm Name Hutchison & Stoy, PLLC  
Filed By Tracy Lopez  
Filer Type Not Applicable  
Damages Sought Over \$1,000,000

### Fees

Convenience Fee \$9.39  
Total Court Case Fees \$267.00  
Total Court Party Fees \$0.00  
Total Court Filing Fees \$58.00  
Total Court Service Fees \$0.00  
Total Filing & Service Fees \$0.00  
Total Service Tax Fees \$0.00  
Total Provider Service Fees \$0.00  
Total Provider Tax Fees \$0.00  
Grand Total \$334.39

### Payment

Account Name HS  
Transaction Amount \$334.39  
Transaction Response  
Transaction ID 20679648  
Order # 012957810-0

### Petition

Filing Type EFile  
Filing Code Petition  
Filing Description Plaintiff's Original Petition  
Reference Number Seth Crawford  
Comments Please call our office at (817) 820-0100 when citation and Petition are ready for pick up. We will call our process server to pick up once ready. Thanks  
Status Submitted

### Fees

Court Fee \$58.00  
Service Fee \$0.00

### Optional Services

>Copies - Non-Certified \$10.00 (10 x \$1.00)  
>Jury Fee \$40.00  
>Issue Citation \$8.00

### Documents



*Lead Document*

PLAINTIFF'S ORIGINAL PETITION.pdf

[Original]

*Attachments*

Civil Cover Sheet.pdf

[Original]

**CERTIFIED TRUE AND CORRECT COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF PALO PINTO**

The document to which this certificate is affixed is a full,  
true and correct copy of the original on file and of record  
in my office.



ATTEST:

*[Signature]* 10-14-16  
JANIE GLOVER, DISTRICT CLERK  
PALO PINTO COUNTY, TEXAS

BY *[Signature]* DEPUTY